LIBRARY OF THINGS USER AGREEMENT

By signing this Agreement I agree to the following terms and conditions:

 I accept full responsibility for the Library of Things item(s) while it is checked out to me.

 I will not attempt to alter the Library of Things item(s).

 I will return the Library of Things item(s) in person to a library staff member at the circulation desk on or before the due date listed below.

 I understand that failure to return Library of Things item(s) within one month of its due date will result in the replacement cost for the item to be charged to my account.

 I accept full financial responsibility for the Library of Things item(s) and agree to pay all costs associated with damage to or loss of the Library of Things item(s) and/or accessories while checked out to me.

 If I encounter a problem with the Library of Things item(s), I will return it and all its component parts to the Library immediately and inform library staff of the problems encountered.

 I acknowledge that my failure to pay any fee, damages, or loss associated with my use of the Library of Things item(s) may result in the loss of privilege to utilize the Library of Things.

I have read and agree to these terms and conditions as well as the Brodhead Memorial Public Library’s Library of Things Policy and agree to use the item(s) in a responsible manner, consistent with the educational and informational purposes for which they are provided and not for any unauthorized, unethical, or illegal purposes.

**DISCLAIMER OF WARRANTY**

The Brodhead Memorial Public Library makes no warranties, oral or written, express or implied, as to any matter whatsoever, including, without limitation, warranties as to the condition, merchantability, design or operation of the equipment, its fitness for any particular purpose, the quality or capacity of the materials in the equipment, or the workmanship in the equipment, all of which are hereby waived by the person signing below. The employees of the Brodhead Memorial Public Library are not authorized to make any warranties, representations, or promises in regards to the Thing(s) borrow by the person signing below.

**WAIVER AND RELEASE OF CLAIMS**

I hereby voluntarily waive, release, and discharge and covenant not to sue the Brodhead Memorial Public Library or employees for any and all claims, actions, or demands of any kind, nature and description. This is a legally binding release, waiver, discharge and covenant not to sue, made voluntarily by me, the undersigned releaser, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns. I have read the entire document and my signature below indicates my agreement with the above statements.

Borrower’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Borrower’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Borrowed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Return By: ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***For Library Staff Use Only***

**CHECK-IN**

**Staff:** Please check off to indicate that all pieces of equipment are present at time of check-in.

\_\_\_\_\_\_\_ Staff Initials Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Library Card #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Item Borrowed: ­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHECK-OUT**

**Staff:** Please check off to indicate that all pieces of equipment are present at the time of check-out.

\_\_\_\_\_\_\_ Staff Initials